

EXHIBIT A

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STEINHART MEDICAL ASSOCIATES

To: PAT MONAGHAN

From: FORD KINDER

Fax: 201-802-9066

Date: 7/2/04

Phone: 201-802-9060

Pages: 3

Re:

CC:

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Notes:

Dear Pat,

Thanks for your help with this and
for your assurances. Best of luck with everything.
I remain on standby.

Ford

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July 2, 2004

VIA FAX: 305-859-7313

Dr. Ford Kinder
6355 La Gorce Drive
Miami Beach, FL 33141

Re: **Bryant v. Broadcast Music, Inc. et al.**
Our File No. 3689

Dear Ford:

This will confirm the discussions we've had and alluded to in the past concerning your participation in any recovery. The following is agreed:

A. You authorize Anne Bryant and our office to pursue any claims you have with respect to your share of any recovery with respect to the following songs:

- 1) GI Joe
- 2) My Little Pony
- 3) My Little Pony and Friends (sometimes "Funny Friends")
- 4) Feature songs from The Jem Show
- 5) Inhumanoids
- 6) Visionaries
- 7) Robotics
- 8) Big Foot and the Muscle Machines.
- 9) Moondreamers
- 10) Transformers
- 11) Jem Theme

B. The foregoing shall not be deemed to include performance royalties which are the subject of a separate settlement and agreement between us. The foregoing shall include, however, any other royalties such as mechanicals and synchronization license fees attributable to your allocable share and participation in the above songs.

C. As previously agreed, at the conclusion of the litigation, the parties will cooperate to effect any changes necessary on the records of BMI to comport with your settlement and understanding with Anne. In other words this agreement is not intended to alter the prior agreement between us.

D. In consideration of Anne Bryant and my office pursuing claims in which you may have an interest, you agree that your share of any such recovery will be charged a contingency fee of one-third and a likewise proportionate charge for the actual out-of-pocket costs attributable to your share only but not in excess of one third of the gross sum attributable to your allocable share.

E. Anne Bryant and our office agree to hold any monies recovered representing your interests in escrow pending your direction and to remit your share promptly.

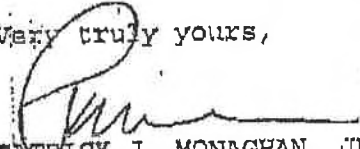
F. You also authorize us to execute any and all documents necessary to resolve and settle any claims you have relative to the above songs.

G. This agreement does not cover any other songs or titles in your catalog written by you which remain yours solely.

H. This agreement shall not be deemed to give you any interest in Anne Bryant's rights to royalties or other monies due her for her own work.

Please sign and return the enclosed copy of this letter to confirm the forgoing. Thank you for your cooperation. If you have further questions, please do not hesitate to call.

Very truly yours,


PATRICK J. MONAGHAN, JR.

Agreed:


Ford Kinder

Date:

7/2/04

PJM/smm

cc: Anne Bryant via e-mail.
18924